



**TENDER DOCUMENT FOR THE SUPPLY AND DELIVERY OF DRINKING WATER**

**TENDER NO: PROC/AO/010/HEALTH/ SHF 25075**

**AAMIN Organization  
Afgooye Street, Opposite Pizza House, Hodan District  
P.O Box 234 Mogadishu, Somalia  
Tel: +252619520460**

**June 2023**

## INVITATION TO TENDER

6<sup>th</sup> June, 2023

Dear Sir/Madam

**Subject: Supply and Delivery of Drinking Water**

**Tender No: PROC/AO/010/HEALTH/ SHF 25075**

Aamin Organization is a Not for Profit Organization in Somalia established in 2006. AAMIN is engaged in life-saving activities and on improving the livelihoods of Somalia communities through implementation of the following programs; Food Security, Health, Education, Water, Sanitation and Hygiene (WaSH), Youth-Empowerment Programs and Provision of free Ambulance services to the communities in Somalia. AAMIN Organization has received financing from Somali Humanitarian Funds (SHF) to implement a health project *“Provision of lifesaving primary health care services through fixed health facilities and outreach activities in Kahda”*. The project will be implemented from 1<sup>st</sup> June 2023 to 31<sup>st</sup> June 2024. In that regard, AAMIN invites sealed tender (s) for: Supply and Delivery of Dignity Kits and Maternity Kits. Bidding will be conducted through the Open National Tender (ONT) procedures specified in AAMIN Procurement manual.

Interested eligible bidders may obtain further information from AAMIN organization office and inspect the bidding documents at the address given below, Saturday to Thursday between 0900hrs to 1600hrs except on public Holidays or download from AAMIN organization website <https://aamin.so>. Documents downloaded are free of charge and bidders are advised to forward their particulars/contacts to the procurement officer, Aamin Organization, through the email address [procurement@aamin.so](mailto:procurement@aamin.so) before the closing date for records and for purposes of receiving clarifications and or addendums, if any.

Duly completed tender documents should be submitted on or before **24<sup>th</sup> June 2023 not later than 4:00 PM (Mogadishu local time)** at the address mentioned below in a plain, sealed envelope clearly labeled with the tender name and reference number to be deposited in the tender box in the procurement Office of Aamin Organization or by E-mail at [procurement@aamin.so](mailto:procurement@aamin.so). Late Bids will be automatically rejected.

**The Procurement Officer**

**AAMIN Organization**

**Afgooye Street, Opposite Pizza House, Hodan District**

**P.O Box 234 Mogadishu, Somalia**

**Tel: +252619520460,**

**Email: [procurement@aamin.so](mailto:procurement@aamin.so)**

AAMIN Organization reserves the right to accept or reject any or all bids without incurring liability to the affected tenderers.

Yours sincerely

Aweis Abdelah Werseme

CEO- AAMIN ORGANIZATION

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**SECTION I: INSTRUCTIONS TO TENDERERS (ITT)**

No	ITT reference clause	Particulars
1	Eligible Tenderers	Tender is Open.
2	Time for Completion of Service	12 months
3	List of Previous Customers	The Tenderer shall submit at least two (2) names with full contact including telephone, email and physical addresses of previous clients of similar services and letters from the previous clients confirming satisfactory completion of the contracts and on schedule
4	Currency	The currency of the tender must be in <b>US Dollars</b>
5	Documents of evidence of eligibility and qualification	<ul style="list-style-type: none"> <li>• Certificate of Incorporation/Registration</li> <li>• Valid Tax Compliance Certificate</li> </ul>
6	Language	The language of all correspondence and documents related to the tender is English
7	Validity of Tenders	60 days
8	Preparation and submission of the Tender	<p>Required number of copies of the tender: <b>1 original and 1 copy</b> of the tender shall be submitted (for hardcopy submissions)</p> <p>Tenderers may submit their tenders in a sealed envelope indicating the name of the tender and the tender number and addressed to:  <b>The Procurement Officer</b>  <b>AAMIN Organization</b>  <b>Afgooye Street, Opposite Pizza House, Hodan District</b>  <b>P.O Box 234 Mogadishu, Somalia</b>  <b>Tel: +252619520460,</b></p> <p><b>Or</b></p> <p>Electronically through Email: <a href="mailto:procurement@aamin.so">procurement@aamin.so</a> . The subject of the email will be the tender name and reference number.</p> <p>All Bids MUST be received to the address above by <b>4:00 PM</b> on <b>24<sup>th</sup> June 2023</b> and deposited in the tender box located in AAMIN procurement office.</p> <p><i>If the envelope is not sealed and marked as instructed above, AAMIN ORGANIZATION will assume no responsibility for the misplaced or premature opening of the tender. A tender opened prematurely for this cause will be rejected by the client and returned to the tenderer.</i></p>
9	Late submissions	Tenders, which are not delivered by 4:00 PM on the closing date, will be treated as late tenders and shall not be accepted.
10	Tender Opening and Evaluation	Bids will be opened at 4:00pm on <b>24<sup>th</sup> June 2023</b> at the AAMIN Organization office. All bidders are welcome to participate.
11	Documents Constituting the Tender	The tender submitted by the Tenderer shall comprise the following; (a) Copy of Certificate of Incorporation/Registration (b) Copy of Valid Tax Compliance Certificate

		<p>(c) Completed Bidder Information Form</p> <p>(d) Completed Past Experience form</p> <p>(e) Completed and Signed "Form of Tender"</p>
12	Clarifications	<p>There will be NO Pre-bid meeting. However, bidders are invited to submit any queries on or requests for clarification in writing (e-mail accepted). All clarifications will be made by AAMIN ORGANIZATION in writing and such clarifications will be notified to all interested Tenderers</p> <p>All queries should be addressed to:  Procurement Officer  AAMIN ORGANIZATION Office  Email: <a href="mailto:procurement@aamin.so">procurement@aamin.so</a></p>
13	Cancellation of the Tender Procedure	<p>At any point during the process, Tender Evaluation Committee Reserves the right to cancel a part of the whole of this tender process.</p>
14	Appeal Process	<p>An appeal to the process can be lodged if a tendered or a potential has any issue which they feel that it requires appealing. Please contact the Program Manager at <a href="mailto:info@aamin.so">info@aamin.so</a> if you wish to Make an appeal.</p>

## SECTION II: GENERAL CONDITIONS OF CONTRACT (GCC)

Unless the context indicates otherwise, the term “buyer” refers to AAMIN ORGANIZATION. The term “Supplier” refers to the entity named on the order and contracting with the Buyer. The term “Contract” can be taken to mean either (a) purchase order (b) the supply/service agreement, whichever is in place.

1. **Price:** The prices stated on the order shall be held firm for the period and/or quantity unless specifically stated otherwise.
2. **Period of Validity:** Tenders shall remain valid for the period stipulated in the ITT after the date of tender submission. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive
3. **Sources of Instructions:** The supplier shall not seek nor accept instructions from any source external to AAMIN ORGANIZATION in relation to the performance of the contract.
4. **Assignment:** The supplier shall not assign, transfer, subject or subcontract the contract or any thereof without the prior written consent of the Buyer.
5. **Corruption:** The supplier shall not give, anyone employed by the Buyer an inducement or gift that could be perceived by others to be a bribe. The supplier agrees that a breach of this provision may lead to an immediate end to business relationships and termination of existing contracts.
6. **Confidentiality:** All data, including but not limited to, maps, drawings, photographs, estimates, plans, reports and budgets that has been compiled by or received by the supplier agrees that a breach of this provision may lead to an immediate end to business relationships and termination of existing contracts.
  - 6.1 The supplier may not communicate at any time to any other person, government or authority external to AAMIN ORGANIZATION, any information that has been compiled through associations with AAMIN ORGANIZATION which has not been made public except with written authorization from the Buyer. These obligations do not lapse upon termination of the contract.
7. **Use of Emblem or Name:** Unless otherwise agreed in writing: the supplier shall not advertise nor make public the fact that it is supplying goods or services to the Buyer, nor shall the supplier any way whatsoever use the name or emblem of AAMIN ORGANIZATION & SHF in connection with its business or otherwise.
8. **Observation of Law:** The supplier shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the terms of the contract.
9. **Force Majeure:** The meaning of the term can be taken to mean acts of Allah, war (declared or not), invasion, revolution, insurrection or acts similar in nature or force. Anything beyond human capacity.
  - 9.1 In the event of and as soon as possible after the occurrence of any cause deemed force majeure, the supplier must inform the buyer of the full particulars in writing. If the supplier is rendered unable either in part or in whole to perform its obligation then the Buyer shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances.
  - 9.2 If the supplier is permanently rendered incapable in whole or part by reason of force majeure to complete its obligations and responsibilities under the contract then the buyer will have the right to suspend or terminate the contract on the same term and conditions laid out in section 9, cancellation.
10. **Cancellation:** The buyer reserves the right to cancel the contract should it suspend its activities or through changes to its mandate by virtue of the executive director AAMIN ORGANIZATION and/lack of funding. In such a case the supplier shall be reimbursed by AAMIN ORGANIZATION for all reasonable costs

incurred by the supplier, including all materials satisfactory delivered and conforming to specification and terms of contract, prior to receipt of the termination notice.

10.1 Should the supplier encounter solvency problems including, but not limited to, bankruptcy, liquidation, receivership and similar, the buyer reserves the right to terminate the contract immediately without prejudice to any other right or remedy it may have under the terms of these conditions.

11. **Warranty:** The supplier shall provide the buyer with all manufacturers' warranties. The supplier warrants that all goods supplied in relation to the contract meets specification, is defect free and is for the purpose of the intended use. If, during the warranty period, the goods are found to be defective or none conforming to specification, the supplier shall promptly rectify the defect. If the defect is permanent then at the choice of the buyer the supplier will either replace the item at their cost or reimburse the buyer.
12. **Modification and Withdrawal of tenders:** The buyer reserves the right to make reasonable changes at any time to the specification, drawings, plans, quantity, packing instructions, destinations, or delivery instruction. If any such changes affect the price of goods or performance of service the supplier and buyer may negotiate equitable adjustments to the contract, provided that the supplier claims for adjustments in writing to the buyer within 30 days from being notified of any change.
13. **Payment Terms:** Unless otherwise agreed, payment terms will be next 30 days from receipt of a correctly prepared invoice.
14. **Signing of Contract:** Promptly after the Purchaser notifies the successful Tenderer that its tender has been accepted, the Purchaser will; after 10 days (10days) but within twenty-one days (21days) send the Tenderer the Contract Form provided in the Tender Documents, incorporating all agreements between the parties. Within Seven (7) days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract Form and return it to the Purchaser.
15. **Rights of AAMIN ORGANIZATION:** Should the supplier fail to perform under the terms and conditions of the contract, including but not limited to make delivery of all or part of the goods by the agreed delivery dates(s), the buyer may, after giving reasonable notice to the supplier, exercise one or more of the following rights:
  - Procure all or part of the goods from an alternate source, in which event the buyer may hold the supplier liable for additional costs incurred.
  - Refuse to accept all or part of the goods.
  - Terminate the contract on written notifications.

## SECTION II: SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

### 1. Terms of Payment

The credit period shall be thirty (30) days from satisfactory delivery and submission of invoice together with other required and related documents.

### 2. Prices

- (i) To facilitate evaluation and comparison, the Procuring entity will convert all bid prices expressed in the amounts in the various currencies in which bid price is payable, to USD using the rate on the day the bids are opened.
- (ii) The Procuring entity reserves the right to award the contract in whole or in part without any change in the Unit price or other terms and conditions.

### 3. Settlement of Disputes

The dispute resolution mechanism shall be as follows:

- (i) Contracts with foreign Supplier: All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said rules.
- (ii) Contracts with Supplier national of the Purchaser's country: In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country.

- 4. **Applicable Law:** The Contract shall be interpreted in accordance with the laws of the Federal Government of Somalia.



### SECTION III: EVALUATION CRITERIA

#### A. Preliminary Examination

All Bids Submitted shall be subjected to a technical Evaluation based on the requirements listed below.

#	Mandatory Requirements	Yes/No
1.	Duly Completed bidder information form	
2.	Tax Compliance Certificate	
3.	Certificate of Registration	
4.	Form of Tender duly signed	
<b>Suppliers Declaration</b>		
5.	Supplier accepts Aamin Terms and condition of Purchase process and that any work awarded from this tender process will be completed under the attached Terms and Condition of Purchase.	
6.	The Supplier and its staff (and any sub-contractors used) agree to comply with Aamin policies ( <i>Codes of Conduct, Bribery and Corruption, Whistle blowing policy, Child protection policy</i> ) throughout this tender process and during the term of any contract awarded. Please find the Aamin policies from: <a href="http://www.aamin.so">www.aamin.so</a>	
7.	The supplier confirms that it is not on any prohibited parties or Government Blacklist.	
8.	The supplier confirms that they have no consistent history of court/arbitral award decisions against the Bidder for the last 3 years	
9.	The supplier has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future	

**NOTE:** Failure to comply with Mandatory requirements will lead to disqualification. Only bidders who are successful at this stage will proceed to the next stage of evaluation.

#### B. Technical Evaluation

<b>Previous Experience</b>	Minimum 3 years of relevant experience.	Copies of Contracts/Reference letters ( <b>as per Form B</b> )
	Minimum 2 contracts of similar value, nature and complexity implemented over the last 3 years. ( <i>For JV/Consortium/Association, all Parties cumulatively should meet requirement</i> ).	Copies of two contracts/reference letters with contactable domain email addresses for verification

**NOTE:** Only bidders who are successful at this stage will proceed to the next stage of evaluation.

#### C. Financial Evaluation

Bidders who are successful at preceding stages of evaluation will have their prices compared and award recommended to the lowest evaluated responsive bid.

**SECTION IV: PRICE SCHEDULE**

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

The format shown in the below table should be used while preparing the price schedule:

#	Item Description	Notes	Unit Measure	Quantity	Unit Cost (USD)	Total Cost (USD)
1.	Containerized drinking water in 18.9 litre bottles	<b>Delivery:</b> Twice monthly  <b>Location of Delivery:</b> Kadha Health Center	Bottles	1,100		
2.	Supply of 500 ml bottle of water		Carton	1,500		

<b>Name, position and signature of the Bidder</b>	<b>Bidder's Stamp</b>
<i>Duly authorized to sign this Bid</i>	
<b>Date:</b>	

**SECTION V: STANDARD FORMS**

**FORM A: BIDDER INFORMATION FORM**

Name of Bidder: \_\_\_\_\_  
 Bid Reference: \_\_\_\_\_

Date: \_\_\_\_\_

<b>Legal name of Bidder</b>	
<b>Legal address</b>	
<b>Year of registration</b>	
<b>Bidder's Authorized Representative Information</b>	Name: Title: Telephone numbers: Email:
<b>Countries of operation</b>	
<b>No. of full-time employees</b>	
<b>Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):</b>	
<b>Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):</b>	
<b>Contact person that AAMIN may contact for requests for clarifications during Bid evaluation</b>	Name: Title: Telephone numbers: Email:
<b>Please attach the following documents: [As per Section IV – Evaluation Criteria]</b>	<ul style="list-style-type: none"> <li>• Certificate of Incorporation/ Business Registration:</li> <li>• Tax Registration Certificate</li> <li>• Local Government permit to locate and operate in assignment location, if applicable</li> </ul>

**FORM B: PAST EXPERIENCES**

Provide a brief summary of previous work (*attach LPO or contract Award letter*) for at least three clients

#	Name of Client (Organization)	Client Contact Person (Name, Title, Telephone Number and Email address)	Description of Service	Value of Contract
1				
2				
3				
4				

**FORM C: FORM OF TENDER**

<b>Tender No:</b>	
<b>Tender Name:</b>	

**AAMIN Organization**  
**Afgooye Street, Opposite Pizza House, Hodan District**  
**P.O Box 234 Mogadishu, Somalia Tel:**  
**+252619520460,**

Dear Sir or Madam,

Having examined the tender documents, we, the undersigned, offer to [*indicate tender name and number*].  
 ..... in conformity with the said  
 tender documents for the sum of [Insert Total tender amount in words and figures]] .....  
 .....

1. We will grant a discount of (0%), or {... } of overall price in the event of being awarded this tender or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Instruction to Tenderers.
3. We agree to abide by this Tender for a period of 60 days from the date fixed for tender opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We agree to adhere to all of the terms and conditions of the contracting authority as provided in the tender dossier.
5. We confirm that we are not engaged in any corrupt, fraudulent, collusive or coercive practices and acknowledge that if evidence contrary to this exists, AAMIN ORGANIZATION reserves the right to terminate the contract with immediate effect.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this ..... day of ..... 20..... Signed.....

In the capacity of [**insert: title or position**] .....

Duly authorized to sign tender for and on behalf of [**insert: name of tenderer**]